



County of Los Angeles
CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

February 6, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: AMENDMENT NUMBER A01 TO
STANDARD AGREEMENT NUMBER 06-55421, FROM THE
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and sign Amendment Number A01 (Exhibit I) to Standard Agreement Number 06-55421, from the California Department of Public Health (CDPH) to support DPH Environmental Health's evaluation of license applications to use radioactive materials, inspection of radiation producing machines and radioactive materials licensees, including but not limited to, evaluating the use, storage, handling, disposal, and transportation of radioactive materials, as well as, DPH Environmental Health's response to incidents and radiological emergencies, including potential radiological terrorist events, and to extend the term of the agreement for a period of one year, effective July 1, 2007, through June 30, 2008, in the amount of \$4,974,565, which will be apportioned by CDPH in the amount of \$2,332,305 for Fiscal Year (FY) 2006-07 and \$2,642,260 for FY 2007-08, with a combined net County cost of \$74,931 (\$16,527 for FY 2006-07 and \$58,404 for FY 2007-08).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

CDPH's Amendment Number A01 to Standard Agreement Number 06-55421 provides funding support for DPH to inspect radiation producing machines and evaluate usage and disposal of radioactive materials, perform technical evaluations of license applications, and to be able to respond to radiological emergencies in Los Angeles County. Evaluations and inspections are conducted by DPH Environmental Health employees throughout the

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

County, including the cities of Long Beach, Pasadena, and Vernon, except for inspections required by federal and State agencies, or any agency under the jurisdiction of the Nuclear Regulatory Commission.

CDPH is responsible for statewide regulation of ionizing radiation sources. State law provides authority for counties to conduct technical evaluations of applicants and sites prior to issuance of licenses by CDPH, and to conduct inspections. This amendment will reimburse the County for most program costs performed by DPH Environmental Health for these services.

FISCAL IMPACT/FINANCING

Standard Agreement Number 06-55421 provides \$4,974,565 in State funding, which will be apportioned by CDPH in the amount of \$2,332,305 for FY 2006-2007 and \$2,642,260 for FY 2007-08.

The net County cost associated with this action is \$74,931 (\$16,527 for FY 2006-07 and \$58,404 for FY 2007-08) and will be absorbed by DPH with existing resources.

Funding for this proposed action is included in DPH's FY 2007-08 Final Adopted Budget and will be included in future fiscal years, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1964, CDPH has supported and contracted with the County to evaluate license applications for the use of radioactive materials, inspection of radiation producing machines and radioactive materials licensees, including but not limited to, evaluating the use, storage, handling, disposal, transportation of radioactive materials, and support for related new services such as DPH Environmental Health's response to incidents and radiological emergencies, including potential radiological terrorist events.

Prior to FY 2006-07, County program costs were 100 percent offset by State funding with no net County cost. On May 26, 2006, CDPH informed the County that costs would not be fully offset due to California Health and Safety Code Section 115065(d) which provides that "salaries, benefits, and other indirect costs" reimbursed by CDPH to a local agency pursuant to these types of contracts "shall not exceed comparable costs of [CDPH]." Because the State's employee benefit (EB) rate was lower than the County's, it limited reimbursement to the State's EB rate. On August 11, 2006, DPH entered into Standard Agreement Number 06-55421 with CDPH and has since determined that the net cost to the County for FY 2006-07 was \$16,527.

On September 12, 2006, your Board approved and ratified DPH's prior acceptance of Standard Agreement Number 06-55421 from CDPH to support DPH's Environmental Health radiation services for the period of July 1, 2006, through June 30, 2007, in the amount of \$2,332,305, at a net County cost of \$16,527. In addition, your Board approved a motion that instructed DPH, in collaboration with the Chief Administrative Officer (i.e., Chief Executive Officer) and County Counsel to negotiate with the State to fully reimburse the County for all costs of the contract. If unsuccessful, DPH was instructed to return to your Board within 90 days with a recommendation regarding whether the County should continue its contract, taking into account the benefits of providing radiation services.

On July 17, 2007, CDPH provided DPH with an amendment to Standard Agreement Number 06-55421 to extend the contract term for two years from July 1, 2007 through June 30, 2009 (FY 2007-08 and 2008-09), continue the Scope of Work activities into years two and three and increase the total budget to compensate DPH for continuing to perform services into years two and three.

On October 19, 2007, DPH reported to your Board that, despite efforts by DPH to negotiate with the State, the State refused to change the way that it calculates eligible costs because it insisted it was limited by the comparable cost provision of the California Health and Safety Code Section 115065(d). DPH also informed your Board that there is a benefit to the County in operating a radiation services program under contract as a County program, because it enables DPH to better address issues of emergency preparedness. It is also able to address broader issues than those addressed by the State staff and thus is able to enhance our County's health protection efforts. Further, it would not be easy for the State to quickly constitute a radiation program district office in Los Angeles County. Based on the above reasons, DPH recommended that your Board accept the State Agreement Amendment to continue the agreement only for FY 2007-08.

On November 14, 2007, DPH received a revised Standard Agreement Amendment Number 06-55421 from CDPH to amend Standard Agreement Number 06-55421 to extend the contract term for one year from July 1, 2007, through June 30, 2008, continue the Scope of Work activities into year two and increase the total budget to compensate DPH for continuing to perform services into year two.

Attachment A provides additional information. Attachment B is the Grant Management Statement which the Board instructed all County Departments to include in all Board letters for grant awards exceeding \$100,000.

County Counsel has approved Exhibit I as to form.

Honorable Board of Supervisors
February 6, 2008
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Acceptance of CDPH's Standard Agreement will support provision of radiation services at the local level. Such services benefit the County by having a local presence, especially in the area of emergency preparedness which can incorporate the services provided by local public safety organizations.

CONCLUSION

The Department of Public Health requires four signed copies of your Board's action. It is requested that the Executive Officer, Board of Supervisors, notify the Department of Public Health, Contracts and Grants Division, at (213) 240-8179 when these documents are available.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH
SAS:RM:bjs

Attachments (3)

c: County Counsel
Director and Health Officer, Department of Public Health

020608_DPH_Radiation

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICES:**

License applications and inspections of radioactive materials and X-ray users.

2. **AGENCY ADDRESS AND CONTACT PERSON:**

California Department of Public Health
Radiologic Health Branch
Mail Station Code 7610
P.O. Box 997414
Sacramento, California 95899-7414
Attention: Robert Cabral, Contract Liaison
Telephone Number: (916) 440-7997
Facsimile: (916) 341-7102
E-mail: Robert.Cabral@cdph.ca.gov

3. **TERM:**

July 1, 2006 through June 30, 2008.

4. **FINANCIAL INFORMATION:**

For Fiscal Years 2006-2008, the Standard Agreement award is in the amount of \$4,974,565, which will be apportioned by CDPH as \$2,332,305 for FY 2006-2007 and \$2,642,260 for FY 2007-2008, at a combined net County cost in the amount of \$74,931 (or \$16,527 for FY 2006-2007 and \$58,404 for FY 2007-2008).

The net County cost associated with this action is \$74,931 (\$16,527 for FY 2006-2007 and \$58,404 for FY 2007-2008) and will be absorbed by DPH with existing resources.

Funding is included in the FY 2007-2008 Adopted Budget and will be requested in future fiscal years.

5. **PERSON ACCOUNTABLE FOR PROGRAM MONITORING:**

Angelo J. Bellomo, Director of Environmental Health

6. GEOGRAPHIC AREAS SERVED:

Countywide

7. APPROVALS:

Department of Public Health:

Jonathan E. Freedman, Acting
Chief Deputy

Contracts and Grants Division:

Gary T. Izumi, Chief

County Counsel (as to form):

Julia Weissman, Deputy County
Counsel

Attachment B

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000

Department: Public Health – Environmental Health

Grant Project Title and Description

Environmental Health – Radioactive materials and x-ray

Funding Agency

California Department of
Public Health

Agreement Number 06-55421

Grant Acceptance Deadline

ASAP

Total Amount of Grant Funding: \$4,974,565

County Match Requirements N/A

Grant Period: 7/1/06 - 06/30/08

Begin Date: 7/1/06 End Date: 06/30/08

Number of Personnel Hired Under this Grant: N/A

Full Time 0 Part Time 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary ("N") items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☐ No ☐

(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes ☒ No ☐

Impact of additional personnel on existing space: N/A

Other requirements not mentioned above: None

Department Head Signature

Date 1-9-08

☐ Check here if additional pages are added: ___ Page(s)

Agreement Number	Amendment Number
06-55421	A01
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name (Also known as CDPH, CDHS, DHS or the State)

California Department of Public Health

Contractor's Name (Also referred to as Contractor)

County of Los Angeles

2. The term of this July 1, 2006 through June 30, 2008 Agreement is:

3. The maximum amount of this \$ 4,974,565 Agreement after this amendment is: Four Million Nine Hundred Seventy Four Thousand Five Hundred Sixty Five Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. **Amendment effective date:** June 29, 2007

II. **Purpose of amendment:** This amendment extends the contract term for one year; continues the Scope of Work activities into year two, and increases the total budget to compensate the Contractor for continuing to perform services into year two. CDPH is obtaining a continuation of services identified in the original agreement.

III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).


IV. Paragraph 2 (term) on the face of the original STD 213 is amended to read July 1, 2006 through ~~June 30, 2007~~ **June 30, 2008**. All references to the former contract term of July 1, 2006 through June 30, 2007 in any exhibit incorporated into this agreement are hereinafter deemed to read July 1, 2006 through June 30, 2008.

V. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$2,642,260 and is amended to read: ~~\$2,332,305 (Two Million Three Hundred Thirty Two Thousand Three Hundred Five Dollars)~~ **\$4,974,565 (Four Million Nine Hundred Seventy Four Thousand Five Hundred Sixty Five Dollars)**

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Los Angeles		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Jonathan Freedman, Acting Chief Deputy		
Address 313 N. Figueroa, 7th Floor East Los Angeles, CA 90012		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		<input type="checkbox"/> Exempt per:
By (Authorized Signature)	Date Signed (Do not type)	
Printed Name and Title of Person Signing Allan Chinn, Chief, Contracts and Purchasing Services Section		
Address 1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

- VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following exhibits:

Exhibit B, Attachment II – Budget (Year 2)

All references to Exhibit B, Attachment I in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, Attachment I, II, respectively.

- VII. The Scope of Work – Exhibit A is hereby revised and replaced in its entirety. The attached Scope of Work – Exhibit A reflects the revised workload in provision 6.R and the continuation of original activities into year 2.
- VIII. Provision 4 (Amounts Payable) of Exhibit B- Budget Detail and Payment Provision is amended to read as follows:

9. Amounts Payable

A. The amount payable under this agreement shall not exceed:

- 1) \$2,332,305 for budget period 07/01/06 through 06/30/07.
- 2) **\$2,642,260 for the budget period of 07/01/07 through 06/30/08.**

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/ or goods are received.

- X. All other terms and conditions shall remain the same.

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services herein.

The Contractor shall conduct requested radiologic health services, including the inspections of x-ray machine registrants and radioactive materials licensees, and the investigation of incidents and accidents involving ionizing radiation.

2. Service Location

The services shall be performed at applicable locations in the County of Los Angeles.

3. Service Hours

The services shall be performed during normal Contractor working hours, Monday through Friday, except official holidays. Services shall also be performed when required outside normal working hours to respond and investigate accidents or incidents involving exposure to ionizing radiation or in special circumstances involving inspection activities that cannot be conducted during normal working hours.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health Radioactive Materials John Fassell Telephone: (916) 440-7923 Fax: (916) 341-7103 E-mail: John.Fassell@cdph.ca.gov X-Ray Ed Gloor Telephone: (916) 440-7925 Fax: (916) 341-7128 E-mail: Ed.Gloor@cdph.ca.gov	Contractor <u>County of Los Angeles</u> Kathleen Kaufman Telephone: (213) 351-7387 Fax: (213) 351-2718 E-mail: Kathleen.Kaufman@cdph.ca.gov
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B. Direct all inquiries to:

California Department of Public Health Radiologic Health Branch Attention: Robert Cabral Mail Station Code 7610 P.O. Box 997414 Sacramento, CA 95899-7414 Telephone: (916) 440-7997 Fax: (916) 341-7102 E-mail: Robert.Cabral@cdph.ca.gov	Contractor County of Los Angeles Attention: Kathleen Kaufman 3530 Wilshire blvd., 9 th Floor Los Angeles, California 90010 Telephone: (213) 351-7387 Fax: (213) 351-2718 E-mail: Kathleen.Kaufman@cdph.ca.gov
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Exhibit A
Scope of Work

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

Contractor shall perform the following services:

- A. Inspect/investigate all registrants and radioactive materials licensees as defined in Title 17, California Code of Regulations, section 30100, except:
- 1) Federal agencies and others over which the U.S. Nuclear Regulatory Commission (NRC) retains jurisdiction.
 - 2) California state agencies, including California State universities and colleges.
 - 3) Others as may be determined by mutual written agreement between the State and the Contractor.
- B. Provide assistance to CDPH in the technical evaluations of applications for license issuance, amendment, or renewal under the Radiation Control Law (Health and Safety Code, section 114960 et. seq.), when and as requested by the State, in accordance with standards specified by the State, and make recommendations to the State thereon.
- C. Inspect radiation machines, as defined in California Code of Regulations, Title 17, section 30100, in accordance with criteria and procedures specified by the State; utilizing forms supplied or approved by the State. Inspections must be conducted in accordance with the policies and procedures contained in State X-ray Inspection Manual. Reports of findings must be submitted to the registrant within 30 calendar days of any inspection or investigation.
- D. Conduct inspections of radioactive materials licensees for compliance with regulations and license conditions under the Radiation Control Law, and in accordance with schedules and criteria specified by the State, utilizing the uniform inspection format and/or forms approved by the State and in accordance with the State RAM Inspection Manual.
- E. Conduct investigations of complaints against licensees and registrants under the Radiation Control Law, as required by the State.
- F. Investigate accidents and incidents involving radiation, as defined in California Code of Regulations Title 17, section 30253 referencing 10 CFR 20.2201, 20.2202, 20.2203, and 20.2204 or as requested by the State.
- G. Transmit in the manner requested by the State, copies of all routine and special inspection and investigation reports, and any other documents or information or substance relating to a licensee or registrant under the Radiation Control Law. Within 10 working days of the end of each month, the Contractor shall submit progress and activity reports on forms supplied or approved by the State.

Exhibit A
Scope of Work

6. Contractor Agrees to the following:

- A. Use contract funds only for authorized contract purposes and activities. The Radiation Control Law requires that fees collected from radiation producing machine registrations and radioactive materials licensing are to be used only for licensee and registrant regulation and inspection purposes.
- B. Apply the following procedures whenever noncompliance with the State Radiation Control Law or Radiation Control Regulations is noted with regard to radioactive materials and radiation producing machines:
 - 1) Follow those enforcement policies and utilize those enforcement procedures established by the State governing the use, storage, handling, disposal, and transportation of radioactive materials, and the use of radiation producing machines.
 - 2) When compliance is not achieved through the established enforcement procedures, refer to the State all relevant facts and data, for such action as the State may deem necessary.
 - 3) Whenever a licensee or registrant's actions are not in accord with matters of good practice not specifically covered by law, regulations, or license, the Contractor shall utilize educational and persuasive means to gain conformity, to the extent resources permit.
- C. Grant access to the State, upon request, to inspect any records or other documents relating to either the program covered by this contract or the funds obtained from the State for participating in the program.
- D. Permit authorized representatives of the State to review radiation control programs and activities as are necessary to ensure that required state standards are sustained.
- E. Assign to the program sufficient number of personnel to perform the work of this contract, and assign only persons (other than clerical) who meet minimum current qualifications specified in state examination announcements for comparable positions, as specified by the State; and immediately notify the State of any changes in personnel assigned to the program. Prior to offering a position, submit to the State the name and qualifications of the proposed employee. The State will determine if the person meets the minimum qualifications and notify the contractor in writing of its decision.
 - 1) The Contractor shall make every effort to ensure that budgeted positions are filled and maintain adequate staffing to complete all workload expectations under this contract.
 - 2) In the event the Contractor does not have sufficient staff at any given time, it shall make every effort to recruit, hire and train qualified persons. The Contractor will keep the State informed of anticipated vacancies and/or staffing shortages or extraordinary training needs that have a potential for a reduction of productivity. Contractor shall report the status of recruitment efforts monthly in the reports identified in 5.A.(3) above.

Exhibit A
Scope of Work

- 3) Upon the State notifying the Contractor that a Contract employee's work for the State is unsatisfactory, or that there have been complaints or allegations regarding unacceptable behavior or conduct, the Contractor shall investigate the alleged unsatisfactory work/performance and/or behavior/conduct and provide a report of its findings and, if appropriate, corrective actions and/or a plan for improvement. If a solution satisfactory to the State is not received within 45 days following notification to the Contractor, the State may withhold any payments equal to that employee's wages and other benefits and costs for that employee's employment until such time as the State and the Contractor mutually agree upon a satisfactory solution to the problems.
- F. Be responsible for providing new personnel with orientation and broad on-the-job training in all established policies, practices, procedures, and techniques, in connection with his/her duties. The State may provide initial indoctrination and didactic training.
- G. Adhere to all inspection methods, procedures and equipment requirements that are prescribed by the State.
- H. Adhere to the current State policy on Quality Assurance Reviews, with particular regard to:
- 1) Annual Supervisory accompaniments of inspectors by Contractor supervisor.
 - 2) Supervisory review of inspection documentation sent to licensees and registrants.
 - 3) Participate in joint inspections by teams of specialists from different regions of inspection agencies, as requested by the State and subject to Contractor workloads.
 - 4) Review of RAM inspection reports and X-ray survey reports by supervisors or peer reviewers.
 - 5) Quality assurance follow-ups by Contractor and State supervisors.
 - 6) Audits of training, communication, tracking systems and status of investigations by Contractor and State personnel.
- I. Provide supervision of X-ray and Radioactive Material inspection personnel to ensure:
- 1) Quality assurance of procedures used to conduct machine and radioactive materials inspections.
 - 2) Efficient and cost effective scheduling of inspection workload.
 - 3) Evaluation of inspector performance and performance counseling.
 - 4) Review and approval of X-ray and radioactive material inspection reports and correspondence, and invoices for payment accuracy.
- J. Attend Radiologic Health Branch's (RHB) annual machine and semi-annual radioactive materials inspector meetings, and other technical and management meetings as may be specified by the State. The meetings may be located in Sacramento or other designated area. Travel time and per diem are eligible program expenses. The County Project Director or designee must attend each meeting.

Exhibit A
Scope of Work

- K. Have their radiation measurement instruments calibrated annually, or after repairs in accordance with an acceptable, uniform calibration protocol.
- L. Secure an electronic mail (E-Mail) account and maintain the account so as to provide electronic communications with RHB headquarters. The cost of this account is an eligible program expense.
- M. Secure prior written approval for out-of-state travel and out-of-county travel associated with training, by either the Chief or Assistant Chief, RHB, or designee. Failure to secure approval prior to the travel may result in denial of reimbursement. Airline and training course expenses must be specifically itemized in invoices submitted to the State. Travel expense claims for training courses shall be submitted to RHB with the associated invoice.
- N. Secure prior written approval for purchases of computer hardware and software. Request for approval shall be submitted to the RHB Contract Manager. Approval shall be in writing by the Chief or Assistant Chief, RHB, or designee. Failure to secure prior approval may result in denial of reimbursement. Computer hardware and software expenses must be specifically itemized in invoices submitted to the State.
- O. Secure necessary cell phones for the county contract manager and all inspection staff.
- P. Demonstrate compliance with Health and Safety Code, section 114960 et. seq. governing the frequency of inspection of X-ray machine users and radioactive material licensees, subject to the limitations set forth in Exhibit A, 8(B)
- Q. The Contractor shall comply with the standards set forth in EXHIBIT F, "Definitions of Completed Actions". For purposes of this contract, the term "completed action" shall be construed to mean any and all inspections, investigations, evaluations, and other actions conducted by the Contractor under the terms of this agreement. Actions submitted to the State and returned to the Contractor as deficient are not considered completed until corrections have been accomplished.
- R. Use the workload objectives identified in subparagraphs 1 and 2 of this Paragraph as performance standards for directing the authorized staff in meeting anticipated workloads. Use subparagraphs 3 and 4 of this Paragraph as performance goals, rather than standards.

The Contractor's anticipated minimum annual workload is as follows:

Radiation Machines		Radioactive Materials	
Biopsy & Initial		RAM inspections/ Investigations	
Mammography	49	& Increased Controls	168
High Priority	1792		
Medium Priority	448		
Dental	960		
	3249		
MQSA Inspections	191		
X-Ray Investigations	147		

Exhibit A
Scope of Work

- 1) Workload performance standards for purposes of this contract are 111 MQSA facility inspections per person/year, 331 high, medium, and dental priority machine actions per person/year, and 90 radioactive material actions per person/year. These performance standards may be adjusted for staffing availability, extraordinary training activities, time off, and time spent on escalated enforcement actions, as deemed appropriate by the State.
- 2) All MQSA facilities are to be inspected annually, in accordance with the FDA specified contract year. In addition, all mammography facilities not subject to MQSA, shall be inspected annually
- 3) Radioactive material inspections should not exceed the NRC/State specified frequencies by more than 25%, except that 5% of routine inspections can exceed the 25% criteria as long as they do not exceed the specified frequencies by more than 50%, unless approved otherwise by the State.
- 4) The total number of high, medium, and dental priority machines inspected should approximate the ratio of such registered machines in the contracted area.

7. CDPH Shall:

- A. Receive all license applications, registrations, and fees; and issue under the Radiation Control Law, all licenses and license amendments or renewals. The State shall also issue operator certificates for use of X-ray and nuclear medicine diagnostic and therapeutic equipment.
- B. Timely transmit to the Contractor available information, in the form of listings or copies of applicable registrations, license applications, licenses, and license amendments under the Radiation Control Law, and any other pertinent information.
- C. Establish workload to be accomplished under the contract; specify criteria and procedures and provide forms for pre-licensing evaluations, inspections, and investigations, all with respect to licensed and registered radiation sources.
- D. Have the option to provide initial didactic training required for new Contractor personnel and periodic training, as necessary, for experienced Contractor personnel. When the number of new, untrained employees available statewide for didactic training is less than four persons, the State may delay didactic training until such time as sufficient eligible persons are available.
- E. Provide technical advice and assistance to the Contractor, as required.
- F. Monitor the Contractor to the extent necessary to sustain required standards.
- G. Conduct quarterly reviews with Contractor to assess workload progress and contract compliance.
- H. Provide Contractor with monthly, written status reports of the total actions performed for the contract year to date, including ratios of types of machines inspected.
- I. Purchase airline tickets when more economical state rates are available for Contractor staff to attend the mandatory management review and enforcement meetings.

Exhibit A
Scope of Work

- J. Provide timely updated information biannually of all licensees and registrants in the Contractor's jurisdiction.

8. General Provisions

- A. It is the mutual intent of both parties that the number of inspections completed shall be consistent with the number of inspections required by Health and Safety Code, section 115070, and authorized funding.
- B. Notwithstanding any other provisions of this contract, it is recognized that the projected workload objectives set forth may be subject to adjustment due to factors beyond the control and without the fault or negligence of the Contractor. Any adjustment of actions assigned to the Contractor shall be preceded by written agreement between the State and Contractor on the conditions of such adjustment.
- C. Notwithstanding any other provisions of this contract, the Contractor may utilize contract resources to perform work at the specific request of the State, provided such work falls within the scope of this contract, and authority to conduct the work is confirmed in writing by the State. It is not the intent of this provision to cover routine anticipated work assignments, but rather to apply to unanticipated unusual occurrences requiring the expertise of professional staff. Such special work assignments shall be considered part of the total projected workload for the given fiscal year, as shown in Exhibit A, Scope of Work.

9. Allowable Informal Scope of Work Changes

- A. The Contractor or the State may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder, shall not require a formal agreement amendment, provided the Contractor's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the State.
- E. In implementing this provision, the State may provide a format for the Contractor's use to request informal SOW changes. If no format is provided by the State, the Contractor may devise its own format for this purpose.

Exhibit B – Attachment II
Budget (Year 2)
07/01/07 through 06/30/08

Personal Service Costs:

Permanent Staff Salaries		
One Supervising HP	\$95,400	
Two Senior HPs	171,312	
Eleven Associate HPs	868,296	
Three Assistant HPs	197,820	
Two Office Technicians	78,336	\$1,411,164
Temporary Staff Salaries		0
Overtime		0
Total Salaries		\$1,411,164
Total Staff Benefits (38.43% of Salaries)		\$542,310
Total Personal Service Costs		\$1,953,474

Other Direct Costs:

General Expense	\$40,000
Communications	15,000
Travel	26,000
Training	10,000
Facilities Operations	175,000
Equipment	80,000
Total Other Direct Costs	\$346,000

Indirect Costs:

Distributed Overhead (17.5475% of Total Personal Service Costs)	\$342,786
Total Indirect Costs	\$342,786

Grand Total	\$2,642,260
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